

**AGREEMENT  
BETWEEN  
THE BOROUGH OF LODI  
AND  
LODI WHITE COLLAR DEPARTMENT HEADS AND  
SUPERVISORS EMPLOYEE ASSOCIATION**

**EFFECTIVE DATES MAY 1, 2010 THROUGH DECEMBER 31, 2013**

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## **LABOR AGREEMENT**

Agreement is entered into this 19<sup>th</sup> day of May, 2010 between Lodi White Collar Department Heads/Supervisors Employee Association and the Borough of Lodi, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Employer") and the Borough Manager (hereinafter referred to as "Manager"), will act on behalf of Borough in all matters applicable to this Agreement. The effective date of this Agreement is the 1<sup>st</sup> day of May, 2010.

The Employer and the full time White Collar Department Heads/Supervisors Employee Association agree to the following:

### **ARTICLE 1 - RECOGNITION**

The Employer recognizes Lodi White Collar Department Heads/Supervisors Employee Association, as the sole and exclusive bargaining agency for all full time White Collar Department Heads/Supervisors Employee (as identified below) employed by the Borough of Lodi, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

Excluded are all employees represented in other bargaining units, professional employees, craft employees, confidential employees, police, firefighters, tax assessors and White Collar Employees Union within the meaning of the Act.

### **FULL-TIME WHITE COLLAR DEPARTMENT HEADS/SUPERVISORS TITLES**

Executive Assistant	Superintendent, Public Works
Borough Clerk	Assistant Public Works Superintendent
Chief Financial Officer	Superintendent, Recreation
Tax Collector	Deputy Municipal Court Administrator
Construction Official	Supervisor, Buildings/Grounds DPW
Fire Official	Supervisor, Repairer DPW
Municipal Court Administrator	Public Health Nurse
Deputy Municipal Clerk	

\*OR ANY OTHER EMPLOYEE WHO FALLS UNDER THIS  
WHITE COLLAR BARGAINING AGREEMENT

### **ARTICLE 2 - MANAGEMENT AND EMPLOYEES RIGHTS**

The rights to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and any applicable Federal or State Statutes or Regulations is vested in and retained by the Borough.

Nothing contained herein shall be construed to deny or to restrict any Employee, such rights as they may have under the New Jersey State Statutes or Department of Personnel/Civil Service Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided

elsewhere. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees, providing such activities do not violate any Local, State or Federal Law.

No reprisals of any kind shall be taken by the Borough or any member of the Administration against any party interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

### **ARTICLE 3 - GRIEVANCE PROCEDURE AND PERC PROCEDURE**

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute.

Any grievance arising between the Employer and the Association or any of its Employee(s) shall be settled in the following manner.

**STEP ONE:** The aggrieved Employee or Employees must present the grievance to the Association Representative and then to the Human Resource Department ten (10) working days after knowledge of the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the Human Resource Department within ten (10) working days, the grievance may be appealed to Step Two.

**STEP TWO:** The Association Representative shall then take the matter up with Borough Manager of the Employer with authority to act upon any such grievance. If a satisfactory settlement is not reached with Manager within ten (10) working days, the grievance may be appealed to Step Three.

**STEP THREE:** If no satisfactory settlement can be agreed upon the matter may be referred to the Mayor and Council for arbitration.

**STEP FOUR:** If the grievances are not settled by the steps outlined above, the Association or the employee, within ten (10) working days after receipt by employee and the Association of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (PERC).

### **ARTICLE 4 - DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any Employee without just cause. In all cases involving the discharge or suspension of any Employee, the Employee must immediately notify the Employee in writing of his discharge or suspension and the reason thereof.

In respect to discharge or suspension, the Employer must give at least one (1) warning notice of that specific complaint against such Employee in writing. The warning notice, as herein provided, shall not remain in effect for a period of more than twelve (12)

months from the date of occurrence upon which the complaint and warning notice are based.

Before any Employee is discharged, there shall be a written notice to the Association by Manager stating the reason(s) for the intended discharge and as soon thereafter but no later than 15 days after service of such written notice of discharge after which a conference shall be scheduled between the Association and the Employer for the purpose of reviewing the matter.

A discharge or suspended Employee must advise his Association in writing, within five (5) working days after receiving notification of such action against him/her, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance provisions of this Agreement.

Should it be proven that the suspended/terminated Employee has been wrongfully discharged or wrongfully suspended, Employee shall be fully reinstated in his position and compensated at their usual rate of pay from date of discharge to date of reinstatement.

Notwithstanding the foregoing, the Employer may discharge an Employee for reasons of economy, efficiency, or other reasons pursuant to law.

#### ARTICLE 5 - WORK WEEK

The work week for Admin/Office Employees shall consist of thirty-seven and one-half (37-1/2) hours per week, Monday through Friday, seven and one-half (7-1/2) hours per day from 8:30 a.m. to 4:00 p.m. with one (1) hour off for lunch. The work week for Department Heads/Supervisors affiliated with the DPW shall consist of 40 hours per week 8:00 a.m. to 4:00 p.m., Monday through Friday, one (1) hour off for lunch (except for the Summer Shift of Parks and Recreation) which shall consist of 40 (forty) hours per week in accordance with the work schedule established by the Borough Manager, five (5) days per week, Monday through Friday, eight (8) hours per day, from 8:00 a.m. to 4:00 p.m., with one hour off for lunch, except that summer hours shall be established at five (5) days per week, Monday through Friday from 7:00 a.m. to 3:00 p.m. with one hour off for lunch, which shall begin the last week of June and terminate the day after Labor Day. The staggering of lunch hours shall continue as in the past.

Flex-Time: To remain the same - "As Required"

## ARTICLE 5A - OVERTIME<sup>1</sup>

For employees who receive OT Stipend provided in this Contract, and if said Employee is required to work within a one-week period, hours in excess of the standard work week or is required to work in a one-day period in excess of the standard work day, Employee shall not be paid (nor an OT Stipend Increase be made during terms of said Contract) for those hours (effective 07/01/08). However, for those Employees who do not receive OT Stipend within said Contract and work hours in excess of the standard work week or is required to work in a one-day period in excess of the standard work day, employee shall not be paid one and half (1-1/2) times his or her salary for those hours except employee may be compensated (or receive CTO as agreed to) at time and one-half the straight time hourly rate of pay in lieu thereof, upon approval of Borough Manager and concurrence by Mayor and Council.

When a holiday is observed during the regular work week or when an employee receives sick pay or vacation pay during a regular work week, those holiday hours or hours of sick or vacation pay shall be included in the composition of overtime for that period. When an Employee is required to work on a holiday or a Sunday (provided the Sunday is not part of his regular work schedule), employee shall receive time and one-half for any of the hours worked on the holiday or Sunday or the Employee shall receive CTO for the holiday or Sunday worked; or the Employee shall receive standard time plus time and one-half for any of the hours worked; the option as to which method of payment shall be made shall be that of the Employee, exceptions as provided herein.

In accordance with the overtime provisions of this agreement, the Borough shall compensate those listed below.

The method of payment shall be a lump sum fixed dollar amount issued at the end of each annual period ending June 30<sup>th</sup>, exceptions as provided herein. This lump sum pay schedule is geared only to (see below):

<u>Employee</u>	
*Debra Cannizzo	
*(Vital Statistics)	\$6,000.00
****(Per Election)	\$1,500.00

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<sup>1</sup> Overtime work shall be avoided as far as possible but may be required by the Borough Manager in the interest of efficient operation. In which case, the employees may be granted compensatory time off within the same year or receive overtime pay earned at the rate of one and one-half (1-1/2) times employee's regular hourly rate of pay after 37-1/2 or 40 hour work week, as applicable. Not considered overtime: Employee takes vacation and/or sick day, etc. or does not put in a 37-1/2 to 40 hour work week unless expressly authorized by Borough Manager. NOTE: All Emergency Calls are to be responded to and classified as to whether or not they are considered OT or not shall be made by Borough Manager.

**Carole D'Amico (Vital Statistics)	\$2,000.00
*Anna Belli	\$5,000.00
****(Per Election)	\$200.00
**Carole DeFalco	\$5,000.00
**Patricia Biegel	\$3,500.00
***Brian Paladino	\$5,000.00
*Marion Discorfan	
*(Vital Statistics)	\$7,000.00
****(Per Election)	\$1,500.00
**(Recycling)	\$1,000.00

\*All other stipends provided for above shall be paid to Employee (separate check) divided over yearly pay periods.

\*\*All payments of stipends referenced herein shall be paid in lump sum on June 30<sup>th</sup> of each calendar year.

\*\*\*Employee shall receive stipend in base pay dividend over yearly pay periods.

\*\*\*\*Employee shall receive separate pay check for this stipend at time of service rendered.

Any Employee who receives an OT Stipend shall no longer be considered for OT as reflected in Paragraph #1 of this Section (5A), and any employee who receives an OT Stipend as referenced above.

#### ARTICLE 6 - HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Employee's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If any of the above holidays fall on a Saturday, it shall be celebrated on the preceding Friday; if any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday. If Christmas Day and New Year's Day falls on a Thursday, the holiday leave will continue until Friday after each of the two holidays.

If an Employee is required to work on a holiday or a Sunday, the said Employee shall be compensated as set forth under ARTICLE 5 - WORK WEEK/OVERTIME.

The day before and after a Holiday, an Excused Absence is required. An example of an Excused Absence is a Vacation Day (provided employee makes every effort to submit such Vacation Request for Leave Form at least five (5) days prior, which is subject to

Department Head Approval with final concurrence of Manager) or a Personal Day, for which a Sick Day will require a Doctor's Note.

#### **ARTICLE 7 - VACATION**

Vacation entitlement shall be based on the Employee's anniversary date of employment. An Employee shall be entitled to earn vacation in accordance with the following schedule for their continuous service<sup>2</sup> as listed below provided all new Employees hired after March 1, 2008 complete 60 days of continuous service, this employee will be entitled to and earn vacation listed below:

- (A) From date of hire through December 31 of the year hire: One (1) day for each thirty (30) calendar days of employment;
- (B) From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire: twelve (12) days;
- (C) From January 1 of the fifth full calendar year after date of hire through December 31 of the ninth full calendar year after date of hire: fifteen (15) days;
- (D) From January 1 of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire: twenty (20) days;
- (E) From January 1 of the fifteenth full calendar year after date of hire: twenty two (22) days;
- (F) From January 1 of the twentieth full calendar year after date of hire: twenty five (25) days;

**Authority to Effect Vacation Leave:** Vacation leaves must be requested by completing a Request for Leave Form which must be acknowledged by the Department Head with final approval/denial by Borough Manager or designee. Denial of any requested vacation leave may occur when, in the opinion of the Department Head or Borough Manager or designee, granting of such leave can adversely affect the normal operation of the Borough or Department.

Requests for vacation Leave must be forwarded by Employee Department Head, not more than sixty (60) days in advance, but not less than seven (7) days prior to the date requested, except in an emergency. Emergency requests shall be treated on an individual basis. Vacation leave periods may be allotted to the employee, subject to the

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<sup>2</sup> Continuous service for purposes of this section shall mean employment in Borough of Lodi or if the requirements of N.J.A.C. 4A:4-7.1A are met, employment for different jurisdictions without actual interruption due to resignation, retirement or removal.

need of the project or area in which they work, at the reasonable discretion of their Department Head with final approval or denial of the Borough Manager or designee.

More than two (2) weeks (ten (10) consecutive working days) vacation taken at any one time may be a hardship on the operations of the Borough or Department. Employees should be discouraged from requesting such vacation time, except for special trips and emergency situations. Employees, who wish to do so, should consult with their Department Head at least thirty (30) days in advance for approval. Emergency situations will be handled on a case-by-case basis. Employees on approved and allowable vacation leave under this policy will continue to accrue seniority.

Seniority: Senior employees shall be given preference in the selection of vacation periods.

Vacation Pay: May be paid (upon employee's request) on the pay period prior to the start of the employee's vacation period, providing sufficient vacation time is available and advance notice is given and approved by Borough Manager.

In the event of a holiday named in this Agreement falls during the Employee's vacation period, such Employee shall receive an additional day's vacation with pay.

In the event a death occurs in an Employee's immediate family, as defined in other provisions of this Agreement, or the Employee is disabled or sick during the vacation period, Employee must then resubmit leave slip as may be applicable and the remaining vacation time shall be canceled and rescheduled at the Employee's request. The Employee shall submit proof substantiating death/disability/illness.

Employees will be permitted to carry over a maximum of ten (10) earned and unused vacation days into the next succeeding year providing, however, vacation credit beyond those ten (10) days shall be scheduled and taken in the current year or forfeited, unless otherwise authorized by Manager.

#### ARTICLE 8 - SICK LEAVE

Sick leave is here defined to mean absence from post or duty of an Employee because of illness, accident, exposure to contagious disease, attendance upon a member of the Employee's immediate family for a serious illness requiring the care and attendance of such Employee. All employees presently covered under this Bargaining Agreement will receive 15 days sick leave annually with unlimited accumulation subject to any limitations provided by applicable law.

New employees hired on or after 10/01/07 will earn sick leave as follows subject to any limitations provided by law:

- Initial month of employment, employee earns one (1) day;
- After initial month of employment and up to 1<sup>st</sup> calendar year, employee will earn one (1) sick day per month;

- Thereafter, at beginning of each calendar year, in anticipation of continued employment, employee shall be credited with 15 sick days annually (as referenced above) subject to any limitations provided by applicable law.

An Employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating his or her right to such leave.

In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required before return to employment, if requested by the Borough. The Borough may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

**Sick Leave Buy-Back:** An employee can elect to sell back sick leave earned but not used in the current year up to five (5) days subject to any limitations provided by applicable law. Such buy back must take place within the month of December of the Contract year.

#### **FOR YOUR INFORMATION: NEW PUBLIC LAW-EFFECTIVE JUNE 9, 2007**

C.11A:6-19.1 Payment of accumulated sick leave by political subdivision under Department of Personnel Civil Service.

Notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State or an agency, authority or instrumentality thereof, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000, except that an officer or employee who:

- (1) on the effective date of P.L. 2007, c.92 (C.43:15C-1 et al.), or upon the expiration of a collective negotiations agreement or contract of employment applicable to that officer or employee in effect on that date has accrued supplemental compensation based upon accumulated unused sick leave shall, upon retirement, be eligible to receive for any unused leave not more than the amount so accumulated or not more than \$15,000, whichever is greater (refer to Specific Law for more details).

#### **ARTICLE 9 - HEALTH BENEFITS**

The Borough shall provide to the Employee and their eligible dependents the medical coverage as provided in Attachment One subject to the limitations and requirements imposed by law.

Deferred Savings: The Borough shall enter all affected Employees covered by this agreement into the Deferred Savings Plan, which shall be covered under Schedule B of this Agreement subject to limitations imposed by law.

Employee Life Insurance: The Borough shall not be required to provide life insurance for the Employee. The Employee may continue at the Employee's own cost and expense the life insurance policy that the Employer had in effect prior to the execution of this Agreement provided that the employee promptly pays the premiums thereof.

#### **ARTICLE 10 - FAMILY AND MEDICAL LEAVE - FOR INFORMATION ONLY**

(FML - N.J.S.A. 34:11-B-1 et seq): Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"), In order to be eligible for such leave, employees must have: one (1) year of service with "Borough of Lodi" and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months. During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave subject to applicable law.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued vacation and personal time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The authority reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Borough Manager.

Unpaid leave must be granted for any of the following reasons:

1. To care for the employee's child\* after birth or placement for adoption or foster care;

2. To care for the employee's spouse, child or parent who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job.

At employee's or employer's option, accrued paid leave may be substituted for unpaid leave.

"Employee's child" means a biological, adopted or foster child, stepchild, legal ward, or child of a parent who is under 18 years of age or 18 years of age or older but incapable of self-care because of a mental or physical impairment.

Employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable".

The employee may require medical certification to support request for leave because of a serious health condition and may require second or third opinions (at the Borough's expense) and a fitness for duty report to return to work.

For the duration of FML leave, the Borough must maintain the employee's health coverage under any "group health plan".

Upon return from FML leave, employee(s) must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

The use of FML leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **ARTICLE 11 - MILITARY LEAVE**

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service leave, an Employee shall resume all former employment services credits, together with such improvements as such Employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

#### **ARTICLE 12 - BEREAVEMENT LEAVE**

The employer agrees to grant an Employee a bereavement leave with full pay when a death occurs in the Employee's immediate family. The Employee's immediate family is

considered to include spouse, children, grandchild, brothers, sisters, parents, grandparents of employee, parents of spouse and Brother-in-Law and Sister-in-Law, significant other, all others, only the day of the funeral (Aunts, Uncles, Nieces and Nephews etc.). Bereavement leave with pay shall not exceed four (4) working days and the Employer may request submission of proof from said Employee.

#### **ARTICLE 13 - JURY DUTY**

An Employee who is called to Jury Duty shall immediately notify the Employer. An Employee shall not be required to report back to work on any day in which court is attended for Jury Duty Service, regardless of the Employee's shift.

The Employer agrees to pay the Employee his/her regular straight time rate of pay for each day on jury duty service.

#### **ARTICLE 14 - PERSONAL DAYS AND LEAVE OF ABSENCE**

In addition to any other leaves of absence set forth herein, all Employees shall receive three (3) personal days per calendar year. Personal days may not be accrued or accumulated. Use or lose, to be used in calendar year or you lose them. Department Heads must be notified sufficiently in advance to permit them to provide coverage for the absence of the said Employee. Personal Days may only be taken one day at a time unless exception for just cause is granted by the Borough Manager whose determination shall be final, provided all new employees hired after March 1, 2008 complete sixty (60) days of continuous service before being eligible for personal time.

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period of six (6) months provided all vacation, sick, personal, etc. time has been utilized. The Borough Manager shall consider each request on its merits and without establishing a precedent. The Employer will not unreasonably deny any Employee's request for a leave of absence. Such leave could be of personal illness, disability, maternity or other reasons deemed proper and approved by the Employer. The Employer will continue all health and insurance benefits and all leaves will be in accordance with all Departments of Personnel/Civil Service Rules and Regulations.

This leave is subject to renewal for reasons of personal illness, disability, maternity or other reasons deemed proper and approved by the Employer. At the expiration of such leave, the Employee shall be returned to the position from which employee was in at time of their leave. Seniority shall be retained or equivalent position and seniority shall be retained.

#### **ARTICLE 15 - HIRING PRACTICES/SALARY GUIDES/ NEW HIRES/PROMOTIONAL/ NEW TITLED EMPLOYEES**

The Employer agrees to fill all job vacancies in accordance with Department Personnel/Civil Service Rules and Regulations. No Employee shall be hired by the Borough, whether such Employee is to be paid directly by the Borough through funds supplied by the State of New Jersey or the Federal Government or some agency

thereof, at a salary higher than the lowest salary being paid to an Employee covered by this Agreement who is doing the same or similar work as the work to be performed by the new Employee.

All newly hired Employees, 01/01/08 on, shall serve a probationary working period of ninety (90) calendar days. During this probationary working period, the Employer reserves the right to terminate the probationary Employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provision of the Agreement, and said termination shall be in accordance with Department Personnel/Civil Service Rules and Regulations.

All personnel covered by this Agreement shall be entitled to seniority in accordance with Department Personnel/Civil Service Rules and Regulations.

In respect to discharge or suspension, Employer must give at least one (1) warning notice of the specific complaint against such Employee and in accordance with Department Personnel/Civil Service Rules and Regulations. The warning notice as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

Notice of appeal from discharge or suspension must be made to the Employer in writing, within ten (10) days from the date of discharge or suspension. The appeal shall be heard in accordance with this Contract's Grievance Procedure.

Should it be proven that an injustice has been made, a discharged or suspended Employee shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

Upon separation from service, including discharge or dismissal (for other than cause), the Employer shall pay all monies due including prorated accrued vacation, sick and personal days no later than 60 days after such termination/separation from service unless otherwise as agreed to by Employee and Employer provided said payment is not contrary to law.

**NEW HIRES:** The Manager retains the right to hire new employees covered under this Bargaining Agreement with Steps 1 through 4 of applicable Salary Guide.

**PROMOTIONS:** Any employee promoted to new title may be, upon Manager's recommendation and appointment, and may be placed in applicable Salary Guide Step equivalent to employee's present base salary or greater than (regardless of years of service).

**NEW TITLED EMPLOYEE SALARY GUIDE NOT PREVIOUSLY PROVIDED FOR:** The Borough, through its Manager, reserves the right to establish new titles

& related Salary Guides/Steps as presently not addressed within this Contract, but applicable to said Contract.

#### **ARTICLE 16 - WORK RELATED INJURIES OR SICKNESS**

The Borough shall make payment of his or her full salary to any Employee whom receives an injury or illness as a result of or arising out of the Employee's employment with the Borough, which injury or illness prevents the Employee from performing his or her duties, provided the Employee assigns and pays over to the Borough any payment made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey. The time frame shall encompass a one calendar year period.

New Jersey Disability: The Borough shall provide the New Jersey Disability Program for all individuals covered by this Agreement.

Compensation Claims: The Employer agrees to cooperate toward the prompt settlement of Employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all Employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an Employee is injured on the job, the Employer shall pay such Employee guaranteed wages for that day lost because of such injury. An Employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift on that day. An Employee who has returned to regular duties after sustaining a compensable injury who is required by Workmen's Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive regular hourly rate of pay for such time.

#### **ARTICLE 17 - BENEFITS OF TERMINATION/RETIREMENT/SEPARATION FROM SERVICE FOR OTHER THAN CAUSE**

Upon retiring, the Employer shall pay all monies due the Employee including pro rated to date of separation, vacation pay and sick pay (up to 60 days) subject to any limitations provided by law provided sufficient notice is given to the employer. In the event of death of Employee, said monies shall be payable to employee's estate.

Such entitled payments may be paid within sixty (60) days of Separation/Retirement (for other than cause) unless otherwise agreed to by Employer and Employee.

#### **ARTICLE 18 - TESTS AND SPECIAL LICENSES/UNIFORMS**

Lie Detector Test: The Employer shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any form of lie detector test.

**Special Licenses:** The Employer shall pay the fee for the granting or renewal of any special licenses, except Driver's License, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

**Suspension or Revocation of License:** In the event an Employee shall suffer a suspension or revocation of his license because of a succession of size and weight penalties caused by the Employee's complying with his Employer's instructions to him, the Employer shall provide employment for such Employee at not less than his regular earnings at the time of such suspension for the entire period thereof; subject, however, to the seniority and lay-off provisions applicable to him at the time of such suspension.

**Uniforms:**

- A. The Borough shall, upon hiring, provide work uniforms and safety equipment to all DPW Employees, which uniforms shall consist of two (2) sets of summer uniforms and two (2) sets of winter uniforms, one (1) summer coat and one (1) winter coat. Mechanics shall be provided with three (3) sets of winter uniforms. The uniforms shall remain the property of the Borough and the obligation of providing for cleaning of each uniform shall be that of the employee to whom the uniforms are assigned. The Borough shall replace uniform items, which are no longer serviceable. Garage mechanics will be provided with uniforms and shall be maintained and cleaned as per present practice. The Borough of Lodi will provide hats in addition to the uniforms and the hats are restricted to bearing the Borough of Lodi insignia.
- B. Cleaning Allowance - All DPW employees, except mechanics, shall receive a \$100.00 per year uniform maintenance allowance. Said allowance to be paid by separate check exclusive of wages.
- C. Effective July 1, 2005 and each year thereafter, the Borough will provide \$300 for the purchase of new DPW uniforms except for calendar year 2011. It is understood that DPW employees are required to wear proper uniforms as set forth by the Borough.

**ARTICLE 19 - SAFETY AND USE OF PERSONAL VEHICLE/  
USE OR ASSIGNMENT OF BOROUGH VEHICLE**

No Employee covered by this Agreement shall be required to use his or her personal vehicle for Borough business unless authorized by Borough Manager.

The Employer agrees, as presently provided, to maintain a clean, sanitary washroom.

The Employer shall not require, direct or assign any Employee to work under unsafe or

hazardous conditions. The Employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will determine and advise how the work can be performed safely or will stop the work.

The Employer shall not require Employee to use any Borough owned vehicle that is not in safe, operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified.

- A. The Borough authorizes the Manager, with the discretion, to assign any Borough owned automobile to be used by any employee covered herein for Borough-related work. The make and model of automobile shall be determined by the Borough.
- B. The employee, after assignment by the Manager, shall be permitted to use the Borough vehicle for the following, but not limited to, transportation locally and outside the Borough of Lodi. There shall be no limit on the use of the automobile for Borough-related work or anything associated with Borough work, such as attending meetings, school trainings, trips, conventions, conferences, and any other traveling needed to carry out the duties of the Borough of Lodi.
- C. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, brakes and any other necessary repairs.
- D. The automobile shall not be used by anyone other than who the Manager assigns said vehicle to except that the Manager may designate any Borough employee or other members of the Borough, as appropriate, to use the vehicle for a designated purpose.

#### ARTICLE 20 - LONGEVITY

All Employees shall receive longevity pay from the time the employee first became employed by the Borough or two percent (2%) of their annual base salary for every four calendar years of service, in accordance with the following schedule and applicable only to pre-existing employees hired before 12/31/97:

0 years through the completion of the 3rd year.....	0%
4 years through the completion of the 7 <sup>th</sup> year.....	2%
8 years through the completion of the 11 <sup>th</sup> year.....	4%
12 years through the completion of the 15 <sup>th</sup> year.....	6%
16 years through the completion of the 19th year.....	8%

20 years through the completion of the 23<sup>rd</sup> year.....10%

(Employees eligible to receive such % Longevity shall receive entitled Longevity to be included/calculated into their base pay throughout the year.)

An additional 2% for every four (4) years thereafter with a cap of 12%. The longevity payment shall be computed on the amount of the base salary of the Employee at the time he becomes eligible for longevity payment. Overtime shall not be considered in computing longevity payments.

Longevity payments shall be added to the Employee's base salary and shall be paid in accordance with the same procedures as for salaries.

The current longevity plan shall remain in effect except that after December 31, 1997, each employee's longevity payment rate shall be frozen and no future increases will be permitted.

**Post 12/31/07 Employee Longevity:** All Employees hired after December 31, 1997 shall be entitled to the below new longevity plan.

**New Longevity Plan:**

After four (4) years employment as of June 30, 2007.....\$500.00 (to be added/included (not cumulative) to base pay throughout year)

**ARTICLE 21 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

All promotions, demotions, transfers, suspensions and discharges will be in accordance with the Administrative Code of the Borough of Lodi and with the rules and regulations of Civil Service/Department of Personnel. Salary adjustments will be effective immediately and accordingly.

**ARTICLE 22 - SALARIES AND COMPENSATION**

The Employee will be paid all earnings by check twice per month and will be paid during working hours. When pay day falls on a holiday, said Employee shall be paid the preceding day. Upon written request of the individual Employee and additionally giving two (2) weeks written notice to the Employer, vacation pay will be paid on the day prior to the start of the vacation period.

The Borough shall have the right to hire Employees within each title at such salary as the Borough deems appropriate, provided, however, that no Employee shall be hired at a salary for what is less than reflected in Employee's title and the provisions as stated within Employee's salary guide contained therein and attached hereto.

**ARTICLE 23 - SEPARABILITY AND SAYINGS CLAUSE**

If any Article or Section of this Agreement or of any Supplements or Riders thereto is contrary to law or should be held invalid by operation of law or by any tribunal of

competent jurisdiction, or if compliance with or enforcement of any Article or Sections should be restrained by such tribunal pending a final determination as to its validity, remainder of this Agreement and of any Supplements or Riders thereto, or the applications of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

#### **ARTICLE 24 - CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond that stated expiration date set forth herein until a successor Agreement is executed and becomes effective. This Agreement shall cancel any and all other prior Agreements heretofore entered into between the parties.

Past Practice Clause: The parties agree that all benefits, rights, duties, obligations, terms and conditions of employment relating to the status of the Borough of Lodi White Collar Department Heads/Supervisors Employees, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of this Agreement except that medical coverage shall be no greater than what is indicated in Attachment One.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any White Collar Department Heads/Supervisors Employee pursuant to any rules, regulations, instructions, directive, statute or otherwise shall not be limited, restricted, impaired, removed or abolished except as otherwise stated in this Agreement.

This Agreement shall be in full force and effect from May 1, 2010 to and including December 31, 2013.

#### **ARTICLE 25 – REPRESENTATIONS**

The parties represent to each other that they have been advised to consult with an attorney prior to executing this Agreement and represent to each other that they have each had ample time to do so.

The parties represent and agree that any questions regarding the interpretation of language of this Agreement shall not be interpreted against the drafter.

The parties represent that this Agreement contains the complete understanding between the parties and the employees and no other promises or agreements shall be binding unless signed by the parties to this Agreement. The parties further represent that in executing this Agreement that neither party is relying on any fact, statement, assumption or opinion not set forth in this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19<sup>th</sup> day of May, 2010, to be effective as of May 1, 2010.

FOR THE BOROUGH

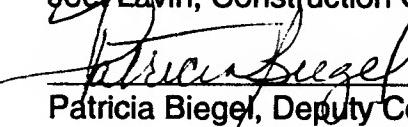
  
Tony Luna, Borough Manager

  
Bruce T. Masopust, Mayor

FOR THE EMPLOYEES

  
Gerald Woods, Superintendent Public Works

  
Joel Lavin, Construction Official

  
Patricia Biegel, Deputy Court Administrator

## **SCHEDULE A**

### **SALARIES AND JOB DESCRIPTIONS AS PER D.O.P./CIVIL SERVICE AS PROVIDED IN ATTACHED SALARY GUIDES**

For the period of May 1, 2010 to December 31, 2013 all employees within the White Collar Department Heads/Supervisors Contract shall receive raise on their base salary as provided for and in Salary Guide specified (attached hereto).

## SCHEDULE B

Deferred Savings Plan: Upon retiring, prior to 6/30/94, the Employer shall pay all monies due to the Employee including pro-rata vacation pay and sick pay (up to 220 days) provided not contrary to law and provided sufficient notice is given to the employer. The 220 day buy back provision shall only be in effect until June 30, 1994.

Any employee eligible for retirement who intends to retire in a given fiscal year shall submit to the Borough a letter setting forth the employees intent to retire as of a given date in the next fiscal year. If the employee does not retire on the date set forth in the aforementioned letter, any increase received by the employee as a result of this provision shall be rescinded and any monies received pursuant thereto shall be forwarded to the Borough forthwith.

The Borough agreed to pay on behalf of the employees into the Deferred Comp Plan for any employee working as of the ratification of the 1992 agreement having accumulated sick days or an amount equal to their accumulated sick days valued at December 31, 1992 or "Twenty Thousand Dollars (\$20,000.00), whichever is less and provided not contrary to law. The payment was made equally over a twelve (12) year period beginning July 1, 1993. If an employee prior to the twelve (12) year period retires, any amounts not paid into the Deferred Comp Plan shall be paid to the employee in whole upon retirement provided not contrary to law.

## ATTACHMENT ONE

### MEDICAL COVERAGE

- A. (1) The Borough shall provide medical, prescription and eye care coverage to the Employee at the level of coverage provided by the State Health Benefits Program ("SHBP") in effect on January 1, 2010 under the Direct 10 Plan subject to revisions in the plan from time to time and subject to applicable law. The specific provisions of coverage are set forth in the SHBP documents.
- (2) No further claims shall be filed after June 1, 2010 for reimbursement of doctor visit co-pays, prescription co-pays, out-of-network providers and services, hospital co-pays or the like as provided under the level of benefits in effect prior to January 1, 2010. The Employee shall be responsible for any and all applicable co-pays and deductibles under the SHBP, as well as any and all costs and expenses not covered by the SHBP plan.
- (3) Effective March 1, 2010, Direct 10 shall be the base plan for the Employee. The Borough shall pay for the full cost of the premiums for the Employee that enrolls in the Direct 10 Plan subject to applicable law. Employee opting for any other available coverage shall be responsible for any additional cost in premiums.
- B. Employees with at least twenty five (25) years of service with the Borough of Lodi and at least fifty five (55) years of age upon retirement or separation from service provided such separation from service is for other than cause, are entitled to health benefits up to age sixty five (65) and the Borough shall provide the same medical plan, including family plan if applicable, as was provided to such retired Employee on the last day of active service for the Borough or as indicated in this Attachment One subject to any limitations provided by law. At age sixty five (65) said health benefits shall terminate after which time the Borough shall reimburse the Employee up to the amount of \$3,000.00 per year for any supplemental health coverage, provided that the Employee purchases same and said reimbursement shall be payable to the Employee upon receiving an invoice from the insurance company that provided the health insurance coverage unless or except otherwise restricted by law.
- C. The Borough will maintain the current prescription drug program (State Health Benefits Direct 10 Plan) for the Employee covered by this Agreement.
- D. The Borough will maintain whatever level of dental coverage is currently in effect as of the date of execution of this Agreement.
- E. In the event that State law mandates the employee to contribute toward health care medical coverage with regard to this Agreement, the employee shall comply with same.

	AYE	NAY	ABSTAINED	ABSENT
M. SCHRIEKS	✓			
K. VISCANA	✓			
T. DeSOMMA	✓			
P. FIDUCCIA	✓			
MAJOR MASOPUST	✓			

**RESOLUTION NUMBER 10-217**

**BOROUGH OF LODI**

**Bergen County, New Jersey**

**WHEREAS**, the Borough of Lodi (hereinafter referred to as the "Borough") desires to enter into an Agreement with Lodi White Collar Department Heads and Supervisors Employee Association (hereinafter referred to as "Employer") for the period of May 1, 2010 through December 31, 2013 (hereinafter referred to as the "Agreement"); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Lodi that the Borough of Lodi enter into an Agreement with Lodi White Collar Department Heads and Supervisors Employee Association for the period of May 1, 2010 through December 31, 2013 in the form of Agreement annexed hereto;

**BE IT FURTHER RESOLVED** that the Borough Manager Anthony Luna and Mayor Bruce T. Masopust shall be and are hereby authorized to execute said Agreement on behalf of the Borough.

Adopted this 17<sup>th</sup> day of May, 2010.



Bruce T. Masopust,      Mayor

**ATTEST**



Debra A. Cannizzo,      Municipal Clerk